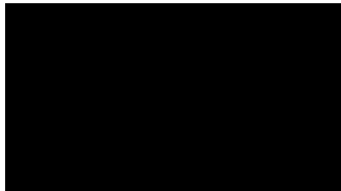


OGC Has Reviewed

17 June 1949

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This organization has received a request from [REDACTED] Assistant Chief, [REDACTED] for consideration of a claim filed by you in the capacity of attorney in fact for [REDACTED]

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The conclusion reached by the attorneys for this organization is that [REDACTED] is entitled to a sum of [REDACTED] -- arrived at in the following manner:

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<u>WORK PERIOD</u>	<u>AMOUNT</u>	<u>REMARKS</u>
12/13-25/48 (80 Hrs.)	[REDACTED]	* 100 Hrs. Duty Status
12/26/48-1/8/49 "		154 " Annual Leave
1/9-22/49 "		6 " Holiday
1/23-26/49 (20 Hrs.)		
		260 Hours Total

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Accrued Annual Leave,
112 Hrs. [REDACTED] -

TOTAL - -
Less One Month's Notice -
TOTAL DUE -

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In her resignation letter dated 15 January 1949, [REDACTED] requested [REDACTED] to treat the unexpired portion of her leave as the period of notification required by [REDACTED]. In the resignation letter, and your letter of 15 February 1949, it was indicated that [REDACTED] contract with [REDACTED] stipulated only a 14 day notice prior to resignation. [REDACTED] provides, under [REDACTED] that either party must give 30 days prior notice of termination in the case of monthly paid workers. [REDACTED] of the same law provides a penalty for the party failing to give such notice as the amount of wages payable to the worker either for the required period of notice or for the unexpired portion thereof. [REDACTED] letter of resignation did not request deferment of the effective

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effective date and separation was completed on the date of receipt of the letter, 26 January 1949. Her request to treat the unexpired portion of leave as the period of notice would amount to an extension of furlough after the intention to resign had come to the attention of the employer agency. Under Public Law 525, passed by the 77th Congress of the United States, effective December 1944, accrued annual leave is paid employees of the United States Government in a lump sum amount as of the date of separation, and, under the law, annual leave cannot be considered as extending the date of separation beyond the date when intent of separation is known. Inasmuch as [REDACTED] failed to provide any prior notice, it is concluded that she is subject to the penalty provided by [REDACTED]

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The contention by [REDACTED] that she is entitled to an indemnity because of separation from employment because of marriage, does not appear valid. In neither her original statement of absence, dated 30 December 1948, which was based upon ill health, nor in her resignation letter, in which she said separation was for personal reasons, is there any clear indication that marriage was the basis for resignation. [REDACTED]

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[REDACTED] grants the indemnity to any female worker leaving "on the occasion of her marriage", which indicates a prerequisite that marriage be proximately linked to the resignation. The absence of any statement of marital intent in [REDACTED] letter of resignation is grounds for rejection of the claim for indemnity on that basis.

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[REDACTED] provides for repatriation when the employee is separated for various causes, none of which falls within the facts presented in this case. In view of the questionable nature of this portion of the claim, any doubt must be resolved in favor of the United States Government and we are thereby precluded from making the payment.

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At present, this office is processing a voucher in the amount of [REDACTED] or \$161.77 at the exchange rate of [REDACTED] per \$4.154791. In the very near future you will receive a U. S. Government check in the amount of \$161.77, made payable to [REDACTED] for appropriate disposition by you as her attorney in fact.

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In conclusion, it should be noted that the [REDACTED] is an instrumentality of the United States Government and this letter does not waive any of the sovereign immunities accorded the United States Government in cases of civil action by the national of another country.

Very truly yours,

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General Counsel ✓